



Continued Service Agreement

Employee's Agreement to Continue in Service¹

1. I AGREE that, upon successful completion of the National Nuclear Security Administration (NNSA) Future Leaders Program (FLP), service payback will resume on the first day of work after completion of the program. For the wide range of NNSA FLP programs, a standard compensatory period of 24 months will apply.²
2. I AGREE that, if I voluntarily separate from the NNSA before successfully completing the period of obligated service agreed to in item 1 above, I AGREE to reimburse the NNSA for all costs (excluding salary and benefits) of tuition, fees, books, materials, equipment, indirect training costs and travel related expenses (e.g., cost of detail, per diem, temporary duty station) paid in connection with my training.³
3. I UNDERSTAND that I must meet all training requirements as specified in my training program.
4. I UNDERSTAND that in accordance with NNSA policies and/or procedures that only the NNSA Director, Office of Human Resources (NA-64) may waive the training completion requirements and payback required under this Agreement.⁴
5. I UNDERSTAND that if I fail to meet or fulfill the terms and conditions of this Agreement, I MUST pay the NNSA in connection with my training, a sum equal to the amount of the additional expenses specified in Paragraph 2 of this Agreement. I understand that this amount is recoverable by the NNSA from me or my estate by -
 - 1) recovering the debt against my accrued pay; compensation, amount or retirement credit; and
 - 2) such other method as is provided by law for the recovery of amounts owing to the DOE.⁵

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6. I UNDERSTAND that this AGREEMENT will be canceled and NNSA's right of recovery is waived if I separated INVOLUNTARILY for reasons beyond my control and not because of misconduct or personal delinquency during the training or the post-training, obligated-service period.⁶
7. I UNDERSTAND that military orders to report for service (other than training duty) shall be sufficient reason for waiving the continued service agreement during the period of training or obligated post-training service.⁷
8. I UNDERSTAND that if I voluntarily separate from the NNSA for employment with an international organization of which the United States is a member, that my separation shall be considered grounds for waiving the right to recover if such employment is deemed to be in the interest of DOE and the public.⁸
9. I UNDERSTAND that if I transfer to another federal agency, the NNSA must notify the agency where I have accepted employment that I am still subject to a continued service agreement. If the NNSA determines that the training I received will be used in the new position, the continued service agreement is transferred to the new agency, and the new agency must then ensure that the agreement is fulfilled. If, however, the NNSA determines that the training I received will not be used in the new position, the NNSA must notify me in writing, before the effective date of the transfer, that it intends to recover the remaining costs.⁹
10. I UNDERSTAND the following procedures for requesting recovery of the payback:
- I must be notified by my supervisor of the amount the NNSA intends to recover;
 - I am advised by my supervisor of my right to request reconsideration of the amount to be recovered or to pursue a waiver of the NNSA's right to recover;
 - I am advised of how to submit my request in writing before the effective date of separation from the NNSA if I provide at least 2 weeks notice;
 - I am advised to state the grounds on which I believe the determination to reconsider, or waive recovery rights, should be based; and
 - I am given the opportunity to respond to the NNSA's findings, before the NNSA may recover training expenses.¹⁰
11. I UNDERSTAND that if I violate the Agreement and a waiver is not granted, that a statement to that effect will be placed and retained in my official personnel file until the funds are recovered. I further understand that the statement must confirm that an unfulfilled agreement exists, specify the amount of the unexpired term of the agreement, and note the amount of money due to the NNSA. I also understand if I separate from the NNSA and transfer to another federal agency and if the obligation is not transferred or waived, the NNSA is responsible for negotiating and recovering any amount due.¹¹

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12. I FURTHER ACKNOWLEDGE that this Agreement does not in any way commit the NNSA to continue my employment.

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By signing this Agreement, I UNDERSTAND my compensatory obligation for training to the NNSA.

Signature

Date

¹ 5 C.F.R. §410.309(b)(2) specifies that an employee selected for training subject to a Continued Service Agreement must sign an agreement to continue in service after training prior to starting the training. Agreements to Continue in Service. See also, DOE M 360.1A-1 Federal Employee Training Manual, Chapter I, Section 8, Paragraph (m) Continued Service Obligations (Sept. 21, 1999). Paragraph (m) specifies that Continued Service Obligations are incurred by any individual in any training incidence or related incidences totaling over 160 duty hours in length or as required by a head of element (see Chapter III).

² NNSA FLP has decided service payback to the NNSA for 1) a single training instance exceeding 160 hours, is based on the three-to-one guidelines; 2) for the wide range of FLP developmental programs, a standard payback period of 24 months has been established. This is a departure from DOE M 360.1A-1 Federal Employee Training Manual, Chapter III, Paragraph (2)(a), which states that “The standard service agreement obligates the employee to remain with DOE for the length of the instance of training plus a post-training period equal to three times the length of the training. The length of the training period equals the sum of full-time training days (at 8 hours per day) plus the part-time training hours. Training may be a single training activity or incidence or a group of concurrent or sequential activities with a common purpose and/or obtained from the same source over a defined time period. A single incidence or a defined group of activities, such as those under a specific training program, require a single continued service agreement.” In addition, under Chapter III, Paragraph 2(b), if the employee receives no salary for the training period, the period of obligation is reduced to a period equal to the length of the training period beginning on the first day of return to work after the date of graduation from the program specified under Paragraph 1 of the Continuing Service Agreement.

³ 5 U.S.C. §4108(a)(2) Employee Agreements; service after training. See also DOE M 360.1A-1 Federal Employee Training Manual, Chapter I, Section 8, Paragraph (j) Allowable Costs (salary and benefits are not included as costs for the purpose of determining continued service obligations). See also Chapter III, Paragraph 1(b) Exemptions, which states the conditions under which a Continued Service Agreement is not required:

- (1) a single work assignment not part of a formal training program, an assignment for which only one of the objectives is to develop or assess employee competency levels;
- (2) coaching, mentoring, on-the-job, or similar training;
- (3) correspondence courses completed as part-time training;
- (4) training provided by manufacturers, suppliers, or contractors for the purpose of equipment or operating systems installation, use or maintenance; or
- (5) training performed under a performance improvement plan.

⁴ DOE M 360.1A-1 Federal Employee Training Manual, Chapter I, Section 8, Paragraph 9(d) Waiver of Training Completion Requirements. Paragraph 9(d) offers various reasons for requesting a waiver: (1) new work assignments prevented satisfactory completion; (2) employee personal circumstances; (3) conflict with DOE interests or legal requirements; (4) the amount or nature of the costs to be recovered; (5) benefit to DOE such as under reduction-in-force circumstances; (6) medical or psychological circumstances, or undue hardship or inequity. See also 5 C.F.R. §4108(c)(2).

⁵ 5 U.S.C. §4108(c)(i), (2).

⁶ DOE M 360.1 A-1 Chapter III, Paragraph 4(a) Involuntary Separations. If an employee resigns under circumstances that clearly show that the resignation is an election to resign rather than to undergo separation procedures and there is a record of reduction-in-force announcement or notice, the resignation can be considered an involuntary separation, provided that the reason for the separation is not misconduct or personal delinquency.

⁷ Id., Chapter III, Paragraph 4(b) Orders to Military Service.

⁸ Id., Chapter III, Paragraph 4(c) Transfer to an International Organization.

⁹ Id., Chapter 3, Paragraph 4(d) Transfer to Another Federal Agency.

¹⁰ Id., Chapter 3, Paragraph 4(g) Request for Waiver.

¹¹ Id., Chapter 3, Paragraph 4(h) Record of Unmet Obligation.